EXHIBIT A

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: Hanless Fremont, Inc., a California Corporation, dba (AVISO AL DEMANDADO): Hanlees Fremont Hyundai; Ally Financial, Inc., a Delaware Corporation; and Does 1 through 75, inclusive,

YOU ARE BEING SUED BY PLAINTIFF: Weerachai Chaiwong, an ifidividual; (LO ESTÁ DEMANDANDO EL DEMANDANTE):

SUM-100

FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)

ENDORSED FILED ALAMEDA COUNTY

MAY 2 5 2016

CLERK OF THE SUPERIOR COURT By: D. OLIVER, Deputy

NOTICE! You have been suad. The court may decide against you without your being heard unless you respond within 30 days. Read the information below. --You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courdnfo.ca.gov/selfnelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee walver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot efford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISOI Lo han demendado. Si no responde dentro de 30 dies, la corte puede decidir en su contra sin escucher su versión. Les la información a continuación. Tiene 30 DIAS DE CALENDARIO después de que le entreguen este citación y papales legales pere presenter una respuesta por escrito en esta corta y hacer que se entregue una copia el demandante. Una carta o una llamada telefónica no lo protegan. Su respuesta por escrito tiena que estar en formato legal correcto el desea que procesen su caso en la corte. Es posible que haya un formulario que ustad pueda usar para su respuesta. Pueda encontrar estos formularios de la corte y más información en el Centro de Ayuda de les Cortes de California (www.aucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más caroa. Si no puede pagar la cuota de presentación, pida al secratado de la corta que le dé un formulario de exención de pago de cuotas. Si no presenta su respueste a tiempo, puede parder el caso por incumplimiento y la corte le podrá quiter su sueldo, dinero y blenes sin más advertencia. Hay otros requisitos legales. Es recomendable que lleme e un abogado inmediatamente. Si no conoce e un abogado, puede llemer e un servicio de remisión e abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sido wab de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con le corte o el colegio de abogados locales. AVISO: Por ley, la corte tiane derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediente un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desecher al caso. The name and address of the court is: MG 6817 184 (El nombre y dirección de la corte es): Alameda County Superior Court, Hayward Hall of Justice 24405 Amador Street Hayward, CA 94544 The name, address, and telephone number of plaintiffs attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es); Sharon E. Glassey D. OLIVER (858) 207-6127 GLASSEY | SMITH 9685 Via Excelencia, Suite 108, San Diego, CA 92126 , Deputy 5 DATE: MAY 2 5 2016 Clerk, by Chad Finke (Adjunto) (Secretario) (For proof of service of this summons, use Proof of Service of Summons (form POS-010).) (Para pruebe de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)). NOTICE TO THE PERSON SERVED: You are served [SEAL] as an Individual defendant. as the person sued under the fictitious name of (specify): 3. To on behalf of (apocity): ally financial Inc., a Delaware Corporation under: CCP 416.10 (corporation)

CCP 416.20 (defunct corporation)

other (specify): 4. by personal delivery on (date):

CCP 416.40 (association or partnership)

Page 1 of 1

CCP 416.60 (minor)

CCP 416.70 (conservatee)

CCP 416.90 (authorized person)

		. CM-010
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Box		FOR COURT USE ONLY
Sharon E. Glassey	SBN: 226481	ENDORSED
GLASSEY SMITH	GA 02126	FILED
9685 Via Excelencia, Suite 108, San Diego		ALAMEDA COUNTY
TELEPHONE NO.: (858) 207-6127	FAX NO.: (858) 263-0218	COOMTY
ATTORNEY FOR (Name): Plaintiff, Weerachai Chaix SUPERIOR COURT OF CALIFORNIA, COUNTY OF AL		MAY 2 5 2016
STREET ADDRESS: 24405 Amador Street	WEDA	
MAILING ADDRESS: 24405 Amador Street		By: D. OLIVER: Daniel
CITY AND ZIP CODE: Hayward, CA 94544	With an expense	By: D. OLIVER, Deputy
BRANCH NAME: Hayward Hall of Justice	1011 t t till 1010 101000	Deputy
CASE NAME: Chaiwong, Weerachai v. Hanlo	es Fremont, Inc., dba Hanlees Fremon	i i
Hyundai, et al.	Y	
CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER 68 1 2 84
X Unlimited Limited	Counter Joinder	HO1002
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exceeds \$25,000) \$25,000 or less)	(Cal. Rules of Court, rule 3.402 ow must be completed (see instructions	
. Check one box below for the case type the		(III page 2).
	_Contract	Provisionally-Complex Civil Litigation
Auto (22)	X Breach of contract/warranty (06)	(Cal. Rules of Court, rules 3.400-3.403)
Uninsured motorist (46)	Rule 3,740 collections (09)	Antitrus/Trade regulation (03)
	Other collections (09)	Construction defect (10)
Other PI/PD/WD (Personal Injury/Property Damage/Wronglul Death) Tort	Insurance coverage (18)	Mass tori (40)
Asbestos (04)		Securities liligation (28)
Product (lability (24)	Other contract (37)	Environmental/Toxic tort (30)
Medical malpraotice (45)	Real Property Eminent domain/Inverse	
Other PI/PD/WD (23)	condemnation (14)	insurance coverage claims arising from the above listed provisionally complex case
Non-PI/PD/WD (Other) Tort	Wrongful eviction (33)	types (41)
	Other and amounts (OC)	Entorcement of Judgment
Business tor/unfair business practice (07)	Unlawful Detainer	Enforcement of judgment (20)
Civil rights (08)	Commercial (31)	Miscellaneous Civil Compisint
Defamation (13)	Residential (32)	RICO (27)
Fraud (16)	Drugs (38)	X Other complaint (not specified above) (42)
Intellectual property (19)	Judicial Review	
Professional negligence (25)	Asset Iorleiture (05)	Miscellaneous Civil Patition
Other non-PI/PD/WD tort (35)	Pellion re: arbitration award (11)	Partnership and corporate governance (21)
Employment	Writ of mandate (02)	Other petition (not specified above) (43)
Wrongful termination (36)	Other judicial review (39)	
Other employment (15) This case X is is not come	Jay under rule 2 400 of the California B	ules of Court. If the case is complex, mark the
This case X is Is not complete is not complete in a lactors requiring exceptional judicial manes	nement:	old of Good II the Good is company when the
a. Large number of separately repres		er of witnesses
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Remedies sought (check all that apply): a.	X monetary b. nonmonetary;	declaratory or injunctive relief c. X punitive
Number of causes of action (specify): Five		
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If there are any known related cases, the a	nd serve a notice of related case. (You	may use form CM-015.)
ate: May 23, 2016		
aron E, Glassey (TYPE OF PRINT NAME)	100	SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)
In senctions.	Velfare and Institutions Code). (Cal. Rul	ng (except small claims cases or cases filed les of Court, rule 3.220.) Failure to file may result u must serve a copy of this cover sheet on all
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 Unless this is a collections case under rule 	3,740 or a complex case, this cover she	est will be used for statistical purposes only.
	THE RESERVE OF THE PARTY OF THE	Cel. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;

Form Adopted for Mandatory Use Judicial Council of Catitarnia CM-010 [Rev. July 1, 2007]

VIA FAX

el. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.746 Cel. Standards of Judicial Administration, ató. 3.1 www.courtinfo.cs.go

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- 1- - 2 - 3 - 4 5 - 6 - 7	Glässey Smith Sharon F. Glassey, SBN: 226481 Christopher T. Smith, SBN: 281599 Joshua C. Anaya, SBN: 265444 Kayleigh M. Kagan, SBN: 306566 S685 Via Excelencia, Suite 108 San Diego, CA 92126 TEL: (858) 207-6127 FAX: (858) 263-0218 sharon@californiaconsumerattorneys.com chris@californiaconsumerattorneys.com josh@californiaconsumerattorneys.com kayleigh@californiaconsumerattorneys.com kayleigh@californiaconsumerattorneys.com	ENDORSED FILED ALAMEDA COUNTY MAY 2 5 2016 CLERK OF THE SUIERIOR COURT By: D. OL. VER, Deputy
8	Attorneys for Plaintiff	9 (2014/001/001 <u>2014/011/00</u>)
* 9		VIA FAX
10+	,	F THE STATE OF CALIFORNIA.
11	IN AND FOR THE C	OUNTY OF ALAMEDA
12	HAYWARD H.	ALL OF JUSTICE
13		
14	Weerachal Chaiwong, an individual;	Case Na H618817:84
15	Plaintiff,	Plaintiff's Affidavit of Venue Pursuant to California Civil Code Section 1780(d)
16	v. `	California Communication
17	Hanlees Fremont, Inc., a California Corporation, dba Hanlees Fremont Hyundai;	-
18	Ally Financial Inc., a Delaware Corporation;	
19	Does 1 through 75, inclusive,	
20	Defendants.	
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1	I, Weerachai Chaiwong, declare as follows:
2	 I am the Plaintiff in this action and make this declaration to the best of my knowledge,
3	information and belief of the facts stated herein.
4	2. I leased the 2013 Hyundai Santa Fe that is the subject of this litigation from
5	Hanlees Fremont Hyundai, in the City of Fremont, County of Alameda, State of California.
6	3. I traded-in the 2010 Chevrolet Equinox that is the subject of this litigation to
7	Hanlees Fremont Hyundai, in the City of Fremont, County of Alameda, State of California.
8	4. I signed all paperwork for the lease of the Hyundai and trade-in of the Chevrolet at
9	Hanlees Fremont Hyundai, in Fremont, CA.
10	Accordingly, these causes of action have been properly commenced in the proper county or judicial
1.1	district for trial.
12	I declare under penalty of perjury under the laws of the State of California that the foregoing is true
13	and correct and that this declaration was signed on the 3th day of April 2016,
14	at Berkeley California.
15	(City)
16	Weerachai Chafwong
17	Treatment Statement
18	(

Glassey | Smith Sharon E. Glassey, SBN: 226481 1 ENDORSED Christopher T. Smith, SBN: 281599 FILET ALAMEDA O NTY 2 Joshua C. Anaya, SBN: 265444 Kayleigh M. Kagan, SBN: 306566 3 MAY 2 5 2016 9685 Via Excelencia, Suite 108 San Diego, CA 92126 TEL: (858) 207-6127 FAX: (858) 263-0218 CLERK OF THE . SUCH COURT 4 By: D Carrie Depart 5 sharon@californiaconsumerattorneys.com chris@californiaconsumerattorneys.com 6 josh@californiaconsumerattorneys.com kayleigh@californiaconsumerattorneys.com 7 8 Attorneys for Plaintiff VIA FAX 9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA 10 IN AND FOR THE COUNTY OF ALAMEDA 11 HAYWARD HALL OF JUSTICE 12 13 Case No. Weerachai Chaiwong, an individual; 14 Individual and Class Action Complaint Plaintiff. 15 Violation of the Consumers Legal 1, 16 ν. Remedies Act as to Hanlees Fremont, Inc. - Injunctive Relief and Damages Hanlees Fremont, Inc., a California 17 Corporation, dba Hanlees Fremont Hyundai; Violation of Business & Professions Code 2. Ally Financial, Inc., a Delaware Corporation; 18 Section 17200 as to Hankes Fremont, Inc. Does 1 through 75, inclusive, 19 Violation of Business & Professions Code 3. Defendants. 20 Section 17200 as to Ally Financial, Inc. 21 Violation of the Rosenthal Fair Debt 4. Ĺ Collection Practices Act as to Ally 22 Financial, Inc. 23 Declaratory Relief as to Ally Financial, 5. 24 25 26 27 28

Plaintiff Weerachai Chaiwong, Individually and on behalf of all others similarly situated, brings this action against Defendant, Hanlees Fremont, Inc. and Defendant Ally Financial, Inc.:

Parties and Venue

- 2. Plaintiff, Weerachai Chaiwong, is an individual who resided in the City of Richmond, County of Contra Costa, State of California, at the time the contract that is the subject of this lawsuit was entered into.
- 3. Defendant, Hantees Fremont, Inc., a California Corporation, doa Hanlees Fremont Hyundai ("Dealer") is or was a car dealership, registered to do business in the State of California, and doing business in the City of Fremont, County of Alameda.
- 4. Defendant Ally Financial, Inc. ("Ally") is a Delaware Corporation and is and was at all material times a doing business in the State of California.
- 5. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual or otherwise, of Defendants sued herein as Does 1 through 75, inclusive, and thus names them under the provisions of section 474 of the California Code of Civil Procedure. Defendants, Does 1 through 75, inclusive, are in some manner responsible for the acts, occurrences and transactions set forth herein, and are legally liable to Plaintiff and/or they are the alter-ego of the Defendants named herein. Plaintiff will set forth the true names and capacities of the fictitiously named Defendants together with appropriate charging allegations when ascertained.
- 6. All acts of Defendant Dealer's employees as hereinafter alleged were authorized or ratified by the owner or managing agent(s) of Dealer.
- 7. All acts of Defendant Ally's employees as hereinafter alleged were authorized or ratified by the owner or managing agent(s) of Defendant Ally.
- 8. Each Defendant, whether actually or fictitiously named here, was the principal, agent (actual or ostensible), co-conspirator, or employee of each other Defendant and in acting as such principal or within the course and scope of such employment, agency, or conspiracy, took some part in the acts and omissions hereinafter set forth by reason of which each defendant is liable to Plaintiff for the relief prayed for herein.

Summary of Allegations

- 9. Plaintiff traded in a 2010 Chevrolet Equinox ("Chevrolet") during the lease transaction for a 2013 Hyundai Santa Fe ("Hyundai"). Dealer leased the Hyundai to Plaintiff and accepted the Chevrolet as a trade-in on September 19, 2013, at 4390 Automali Circle in Fremont, California. Plaintiff signed the Lease Agreement, attached hereto as Exhibit 1, when he leased the Hyundai.
- 10. As part of the Lease Agreement transaction, Plaintiff traded in the Chevrolet, which he had previously leased through Defendant Ally. Dealer advised Plaintiff, during the lease transaction for the Hyundai, that Dealer was authorized to accept the Chevrolet as a trade-in vehicle, rather than a lease return.
- 11. On September 19, 2013, Plaintiff took possession of the Hyundai, and traded in the Chevrolet to Dealer.
- 12. A few months after this transaction, Plaintiff began receiving calls from Defendant Ally stating that he was delinquent on payments for the lease of the Chevrolet. Plaintiff notified Dealer immediately of the issue and requested that it fulfill its contractual obligation to pay off any remaining lease balance on the Chevrolet. Plaintiff also notified Defendant Ally that he had traded the Chevrolet in to Dealer.
- 13. Dealer failed to resolve the issue with Defendant Ally regarding the Chevrolet, which has resulted in significant and ongoing damage to Plaintiff's credit. Two years have elapsed since the transaction, and Dealer has yet to resolve the balance on the Chevrolet.
- 14. Defendant Ally has subsequently turned Plaintiff's account over to a debt collector, and he is currently being pursued by a collection company for \$9,187.76 due on the Chevrolet. Plaintiff has suffered credit damage from the wrongdoing of Dealer.
- 15. Prior to obtaining counsel, Plaintiff filed an informal complaint with the Consumer Financial Protection Bureau (CFPB). In response to Plaintiff's informal complaint, Defendant Ally provided a written response. A true and correct copy of Defendant Ally's written response, dated March 16, 2015, is attached hereto as Exhibit 2.

- 16. Defendant Ally stated in Exhibit 2 that Plaintiff "could not have sold it [Chevrolet] or traded it to a dealer, unless you purchased it first." (Emphasis original.) It is on this basis that Defendant Ally is attempting to collect a debt from Plaintiff that arose out of excess wear and mileage charges on the lease of the Chevrolet. Defendant Ally asserted that because Plaintiff was prohibited from trading in the Chevrolet before purchasing it from Defendant Ally, Plaintiff is liable to Defendant Ally for excess wear and mileage charges.
- 17. Defendant Ally's policies set forth in Exhibit 2 are also found in the vehicle lease contract for the Chevrolet. A true and correct copy of the vehicle lease contract for the Chevrolet is attached hereto as Exhibit 3. Section 34 of Exhibit 3 states in part: "You have an option to buy the vehicle only at scheduled lease end."
- 18. California law prohibits the exact practices Defendant Ally set forth in Exhibit 2 and Exhibit 3.
- 19. First, California law states that "[a] lessee has the right to terminate a lease contract at any time prior to the scheduled expiration date specified in the lease contract." (Civ. Code § 2987(a).)
- 20. Second, California law states that a consumer has the right to trade in a vehicle in the connection with the lease of another vehicle. (See Civ. Code § 2987(f).) This right also limits the types of charges a lessor can assess against a consumer in this situation, specifically exempting "excess wear and mileages charges." (Civ. Code § 2987(f)(2).)
- 21. Defendant Ally's violation of California consumer protection law is a violation of Business and Professions Code section 17200.

Class Action Allegations

22. Plaintiff brings this action on his own behalf and on behalf of all persons similarly situated against Defendant Ally only, for violations of Business and Professions Code section 17200 as set forth in Plaintiff's Third Cause of Action and Declaratory Relief in Plaintiff's Fifth Cause of Action. Such a representative action is necessary to prevent the unlawful practices alleged herein.

23. This action is brought and may be properly maintained as a class action pursuant to the provisions of Code of Civil Procedure section 382. Plaintiff brings this action on behalf of himself and all members of the class, defined as follows:

All California residents who, from May 11, 2012, to the present:

- a. Terminated a vehicle lease contract with Defendant Ally prior to the scheduled expiration date specified in the lease contract; and
- Traded In the vehicle in connection with the purchase or lease of another vehicle; and
- Defendant Aily collected or attempted to collect a charge for excess wear and mileage.

Excluded from the proposed class are Defendants; any entities in which any of the Defendants has a controlling interest; and the officers, directors, affiliates, attorneys, heirs, predecessors and successors in interest, subsidiaries, employees, agents and/or assigns of any of the Defendants.

- 24. The members of the class are so numerous that joinder of all members is impracticable. While the exact number of class members is unknown to Plaintiff at this time and can only be ascertained through discovery, Plaintiff believes that there are approximately 42,000 members in the proposed class.
- 25. There is a well-defined community of interest among the members of the proposed class. Plaintiff, like all other members of the proposed class, suffered injury from Defendant Ally's charging of excess wear and mileage charges after the termination of a vehicle lease contract prior to the scheduled expiration date specified in the lease contract and traded in the vehicle in connection with the purchase or lease of another vehicle.
- 26. The factual bases of Defendant Ally's misconduct are common to all members of the proposed class and represent a common practice of wrongful conduct resulting in damages to all members of the proposed class.
- 27. There are numerous questions of law and fact common to Plaintiff and the members of the proposed class and those questions predominate over any questions that may affect individual members of the proposed class.

1	28.	The co	ommon questions of fact include the following:
2		a.	Whether Defendant Ally refused to allow lessees to terminate a vehicle
3			lease contract prior to the scheduled expiration date specified in the lease
4			contract;
5		b.	Whether Defendant Ally refused to allow lessees to trade in a leased vehicle
6			in connection with the purchase or lease of another vehicle;
7		c.	Whether lessees:
8			i. Terminated a vehicle lease contract with Defendant Ally prior to
9			the scheduled expiration date specified in the lease contract; and
10			ii. Traded in the vehicle in connection with the purchase or lease of
11			another vehicle; and
12			iii. Defendant Ally collected or attempted to collect a charge for
13			excess wear and mileage;
14		d.	Whether Defendant Ally refused to accept vehicle lease contract payoffs
15			from persons other the lessee;
16	29.	The co	ommon questions of law include the following:
17		a.	Whether Defendant Ally's vehicle lease contracts violate the provisions of
18			Civil Code section 2987(a) that give a lessee the right to terminate a lease
19			contract at any time prior to the scheduled expiration date specified in the
20			lease contract;
21		b.	Whether Defendant Ally violated Civil Code section 2987(f)(2) by
22			assessing excess wear and mileage charges after a lessee terminated a vehicle
23			lease contract prior to the scheduled expiration date specified in the lease
24			contract and traded in the vehicle in connection with the purchase or lease
25	0		of another vehicle; and
26		c.	Whether Defendant Ally violated Rosenthal Fair Debt Collections
27	~		Practices Act when it collected or attempted to collect excess wear and
28			mileage charges after a lessee terminated a vehicle lease contract prior to the

scheduled expiration date specified in the lease contract and traded in the vehicle in connection with the purchase or lease of another vehicle.

- 30. Plaintiff's claims are typical of the claims of the other members of the class. Plaintiff and all the members of the class have sustained economic damage arising out of the common course of conduct as alleged herein.
- 31. Plaintiff will fairly and adequately represent and protect the interests of the class. He has retained counsel with substantial experience in prosecuting consumer class actions. Plaintiff and his counsel are committed to vigorously prosecuting this action on behalf of the class and have the financial resources necessary to do so. Neither Plaintiff nor his counsel have any interest adverse to those of the class.
- 32. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual joinder of all members of the class is impracticable. Further, as the damages suffered by each individual member of the class may be relatively small, the expense and burden of individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them. The cost to the court system of such individual adjudication would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments and would magnify the delay and expense to all parties and the court system in multiple trials of identical factual issues. By contrast, the conduct of this action as a class action presents fewer management difficulties, conserves the resources of the parties and the court system and protects the rights of each class member.

First Cause of Action

Violation of the Consumers Legal Remedies Act

Civil Code Section 1750, et seq.

As to Hanlees Fremont, Inc.

- 33. Plaintiff incorporates herein each and every allegation set forth in the preceding and following paragraphs of this Complaint, as though fully set forth herein.
- 34. The Hyundai is a good leased for use primarily for personal, family or household purposes, as Civil Code section 1761(a) defines the term "good."
- 35. The Chevrolet is a good leased for use primarily for personal, family or household purposes, as Civil Code section 1761(a) defines the term "good."

- 36. Dealer is a person, as Civil Code section 1761(c) defines the term "person."
- 37. Plaintiff is a consumer, as Civil Code section 1761(d) defines the term "consumer."
- 38. Dealer's advertisement of the Hyundai to Plaintiff is a transaction, as Civil Code section 1761(e) defines the term "transaction."
- 39. Dealer's lease of the Hyundai to Plaintiff is a transaction, as Civil Code section 1761(e) defines the term "transaction."
- 40. The Consumers Legal Remedies Act (CLRA) prohibits the following unfair methods of competition and unfair or deceptive acts: (3) Misrepresenting the affiliation, connection, or association with, or certification by, another; (5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have; (14) Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law.
- 41. Dealer violated the CLRA by: (1) Misrepresenting to Plaintiff that Dealer would accept the Chevrolet as a trade-in vehicle; (2) Misrepresenting to Plaintiff that Dealer would pay off the balance on the Chevrolet; and (3) Failing to pay the balance owed on the Chevrolet.
- 42. To satisfy the requirements of Civil Code section 1782(a), Plaintiff sent a letter to Dealer to notify it of the particular alleged violations of Civil Code section 1770. Plaintiff mailed the letter on October 6, 2015, via Certified Mail, Return Receipt Requested, to the place where the transaction occurred.
 - 43. The letter provided Dealer with thirty days to remedy or correct Dealer's illegal conduct.
- 44. Dealer failed to provide or agree to provide a correction to remedy its illegal conduct within thirty days of receipt of the letter, the statutory period set forth by Civil Code section 1782(b).
- 45. Based upon Dealer's failure to correct the illegal conduct, Plaintiff seeks all available damages, including but not limited to actual damages, punitive damages, and pre-judgment interest, for the dealership's violations of the CLRA as set forth above.
- -46..... Civil Code section 1780(a) (2) of the CLRA provides that a consumer is entitled to an injunction prohibiting practices which violation the CLRA. Plaintiff seeks an order enjoining Dealer from the acts, methods, and practices set forth above in this Complaint.

1	47. Pursuant to Civil Code section 1780(d), Plaintiff may also recover reasonable attorney's fees
2	and costs according to proof at time of trial.
3	48. Plaintiff does not seek any recovery from Defendant Ally under this First Cause of Action
4	Second Cause of Action
5	Violation of the Unfair Competition Law
6	Business and Professions Code Section 17200, et seq.
7	As to Hanlees Fremont, Inc.
8	49. Plaintiff incorporates herein each and every allegation set forth in the preceding and
9	following paragraphs of this Complaint, as though fully set forth herein.
10	50. Plaintiff brings this cause of action both in his individual capacity and on behalf of the
11	general public.
12	51. Beginning at an exact date unknown to Plaintiff, but at least since September 19, 2013,
13	Dealer committed the following acts of unfair competition, as defined by Business and Professions Code
14	section 17200, et seq.: (1) Misrepresenting to Plaintiff that Dealer would accept the Chevrolet as a trade-in
15	vehicle; (2) Misrepresenting to Plaintiff that Dealer would pay off the balance on the Chevrolet; and
16	(3) Failing to pay the balance owed on the Chevrolet.
17	52. The Unfair Competition Law ("UCL") "establishes three varieties of unfair
18	competition—acts or practices which are unlawful, or unfair, or fraudulent. In other words, a practice is
19	prohibited as 'unfair' or 'deceptive' even if not 'unlawful' and vice versa.'" (Cel-Tech Commc'ns, Inc. v.
20	Los Angeles Cellular Tel. Co., (1999) 20 Cal. 4th 163, 180.)
21	53. The above acts violate the UCL's "unlawful" prong because they violate the CLRA.
22	54. Separately and independently, the above acts violate the UCL's "unfair" prong.
23	55. The above acts are unfair business acts within the meaning of Business and Professions Code
24	section 17200.
25-	56. The harm to Plaintiff and the public outweigh the utility of Dealer's policies and practices,
26	particularly considering the available alternatives. Dealer's policies and practices are immoral, unscrupulous,
27	oppressive, and unethical.
28	

- 57. The actions of Dealer cause substantial injury to consumers, and present a continuing threat to the public. Based upon the information provided to Plaintiff, Dealer has a pattern and practice of violating the CLRA in the leases of vehicles to the public. Dealer continues to mislead and prey upon the public.
- Professions Code section 17203 provides that Plaintiff is entitled to an order enjoining Dealer from engaging in acts or practices that violate Business and Professions Code section 17200, as well as providing for equitable monetary relief so as to preclude the retention of all ill-gotten monies by Dealer or so as to restore any monies wrongfully obtained by Dealer to Plaintiff. Plaintiff seeks such equitable monetary relief, and an order enjoining Dealer from engaging in the acts and practices set forth in this Complaint.

Third Cause of Action

Violation of the Unfair Competition Law Business and Professions Code Section 17200, et seq.

As to Defendant Ally, Inc. Only

- 59. Plaintiff incorporates herein each and every allegation set forth in the preceding and following paragraphs of this Complaint, as though fully set forth herein.
- 60. Plaintiff brings this cause of action both in his individual capacity and on behalf of the general public.
- Beginning at an exact date unknown to Plaintiff, but at least since September 19, 2013, Ally Financial committed the following acts of unfair competition, as defined by Business and Professions Code section 17200, et seq.: (1) Treating a lessee's trade in of a leased vehicle as a lease return, (2) Charging lessees for a lease return; (3) Attempting to collect charges based upon a lease return of a traded in vehicle; (4) Turning a lessee's account over to collections based upon charges for a lease return; (5) Using vehicle lease contracts that violate the provisions of Civil Code section 2987(a) that give a lessee the right to terminate a lease contract at any time prior to the scheduled expiration date specified in the lease contract; (6) Violating Civil Code section 2987(f) (2) by assessing excess wear and mileage charges after a lessee terminated a vehicle lease contract with Defendant Ally prior to the scheduled expiration date specified in the lease contract and traded in the vehicle in connection with the purchase or lease of another vehicle;

- and (6) Violating the Rosenthal Fair Debt Collections Practices Act when it attempted to collect, is attempting to collect, or collected from California residents excess wear and mileage charges after termination of a vehicle lease contract with Defendant Ally prior to the scheduled expiration date specified in the lease contract and the trade in of the vehicle in connection with the purchase or lease of another vehicle.
- 62. The Unfair Competition Law ("UCL") "establishes three varieties of unfair competition—acts or practices which are unlawful, or unfair, or fraudulent. In other words, a practice is prohibited as 'unfair' or 'deceptive' even if not 'unlawful' and vice versa." (Cel-Tech Comme'ns, Inc. v. Los Angeles Cellular Tel. Co., (1999) 20 Cal. 4th 163, 180.)
- 63. The above acts violate the UCL's "unlawful" prong because they violated the Vehicle Leasing Act and the FDCPA.
 - 64. Separately and independently, the above acts violate the UCL's "unfair" prong.
- 65. The above acts are unfair business acts within the meaning of Business and Professions Code section 17200.
- 66. The harm to Plaintiff and the public outweigh the utility of Defendant Ally's policies and practices, particularly considering the available alternatives. Defendant Ally's policies and practices are immoral, unscrupulous, oppressive, and unethical.
- 67. The actions of Defendant Ally cause substantial injury to consumers, and present a continuing threat to the public. Based upon the information provided to Plaintiff, Defendant Ally has a pattern and practice of: treating a trade in of a lease vehicle as a lease return to charge fees to consumers. Defendant Ally continues to mislead and prey upon the public.
- Plaintiff has suffered injury in fact as a result of Defendant Ally's illegal conduct. Business and Professions Code section 17203 provides that Plaintiff is entitled to an order enjoining Defendant Ally from engaging in acts or practices that violate Business and Professions Code section 17200, as well as providing for equitable monetary relief so as to preclude the retention of all ill-gotten monies by Defendant Ally or so as to restore any monies wrongfully obtained by Defendant Ally to Plaintiff. Plaintiff seeks such equitable monetary relief, and an order enjoining Defendant Ally from engaging in the acts and practices set forth in this Complaint.

-1	69.	Plaintiff does not seek any recovery from Dealer under this Third Cause of Action.
2		Fourth Cause of Action
3		Violation of the Rosenthal Fair Debt Collections Practices Act
4		Civil Code Section 1788, et seq.
5	70.	Plaintiff incorporates herein each and every allegation set forth in the preceding and
6	following pace	graphs of this Complaint, as though fully set forth herein.
7	71.	Plaintiff is a person, as Civil Code section 1788.2(g) defines the term "person."
8	72.	Plaintiff is a debtor, as Civil Code section 1788.2(h) defines the term "debtor."
9	73.	Plaintiff entered into a consumer credit transaction with Defendant Ally, as Civil Code
10	section 1788.	2(e) defines the term "consumer credit transaction.".
11	74.	Plaintiff obtained a consumer debt from Defendant Ally, as Civil Code section 1788.2(f)
12	defines the ter	rm "consumer debt."
13	75.	Defendant Ally is a person, as Civil Code section 1788.2(g) defines the term "person."
14	76.	Defendant Ally is a creditor, as Civil Code section 1788.2(I) defines the term "creditor."
15	77.	Defendant Ally provided consumer credit to Plaintiff, as Civil Code section 1788.2(f)
16	defines the ter	rm "consumer credit."
17	78.	Defendant Ally is a debt collector, as Civil Code section 1788.2(c) defines the term
18	"debt collecto	r."
19	79.	As a debt collector, Defendant Ally engaged in debt collection activities with regards to
20	Plaintiff's con	sumer debt, as Civil Code section 1788.2(b) defines the term "debt collection."
21	80.	As a debt collector, Defendant Ally violated the provisions of Civil Code section 1788.30(a).
22	In attempting	to collect Plaintiff's consumer debt, Ally violated the following provisions of Civil Code
23	section 1788.	10: (1) Treating Plaintiff's trade in of the Chevrolet as a lease return, thereby creating an
24	obligation wh	ich Plaintiff did not owe; (2) Charging Plaintiff for a lease return of the Chevrolet, thereby
25	creating an ol	oligation which Plaintiff did not owe; (3) Attempting to collect charges based upon a lease
26	return of the	Chevrolet, thereby creating an obligation which Plaintiff did not owe; and (4) Turning
27	Plaintiff's acco	ount over to collections for \$9,187.76 due on the Chevrolet based upon a lease return, thereby
28	creating an ob	ligation which Plaintiff did not owe.

1	81. Based upon Defendant Ally's violation of Civil Code section 1788.30(a), Defendant Ally
2	is liable to Plaintiff for Plaintiff's actual damages. This includes damage to Plaintiff's credit for
3	Defendant Ally's attempts to collect an obligation Plaintiff does not owe.
4	82. As a debt collector, Defendant Ally's violations of the Rosenthal Act were willful and
5	knowing. Based upon Plaintiff's notice to Defendant Ally that he traded in the Chevrolet and did not
6	perform a lease return, Defendant Ally knew what it was doing, intended to do what it was doing, and acted
7	as a free agent.
8	83. Based upon Defendant Ally's willful and knowing violations of the Rosenthal Act, pursuant
9	to Civil Code section 1788.30, Defendant Ally is liable to Plaintiff for a penalty.
10	84. Pursuant to Civil Code section 1788.30(c), Plaintiff seeks his reasonable attorney's fees and
11	costs incurred as to Defendant Ally for the violations of the Rosenthal Act set forth in this Fourth Cause
12	of Action.
13	85. Plaintiff does not seek any recovery from Dealer under this Fourth Cause of Action.
14	Fifth Cause of Action
15	Declaratory Relief
16	Code of Civil Procedure Section 1060
17	As to Defendant Ally Only
18	86. Plaintiff incorporates herein each and every allegation set forth in the preceding and
19	following paragraphs of this Complaint, as though fully set forth herein.
20	87. As discussed above, Plaintiff and Defendant Ally entered into a contract for the lease of the
21	Chevrolet.
22	88. An actual controversy exists involving justiciable questions relating to Plaintiff's rights and
23	obligations under the contract for the lease of the Chevrolet. Specifically, Plaintiff traded in the Chevrolet
24	to Hanlees and did not perform a lease return. Because Plaintiff did not perform a lease return, Defendant
25	Ally cannot charge Plaintiff any fees, charges, or expenses associated with a lease return.
26	89. Despite Plaintiff's assertion that he traded in the Chevrolet, Defendant Ally attempted to
27	and continues to attempt to collect a debt and obligation that arose out of a lease return of the Chevrolet.
28	

1	90.	Through this Complaint and pursuant to Code of Civil Procedure section 1060, Plaintiff
2	desires and see	ks a declaration of his rights with respect to the contract for the lease of the Chevrolet.
3	91.	Specifically, Plaintiff seeks a declaration of each of the following:
4		a. That Plaintiff had the right to terminate the lease at any time prior to the
5		scheduled expiration date specified in the lease contract;
6		b. That Plaintiff traded in the Chevrolet to Hanlees;
7		c. That Plaintiff had the right to trade in the Chevrolet to Hanlees;
8		d. That Ally was obligated to accept a lease payoff from Hanlees;
9	¥7.	e. That Plaintiff did not perform a lease return of the Chevrolet to Defendant
10	,	Ally:
11		f. That Plaintiff is not liable for any fees, charges, or expenses associated with
12		a lease return of the Chevrolet; and
13		g. That Plaintiff does not owe Defendant Ally or its assignees \$9,187.76
14		related to the Chevrolet.
15	92.	Plaintiff does not seek any recovery from Dealer under this Fifth Cause of Action.
16		Prayer for Relief
17	Accord	dingly, Plaintiff prays for judgment as follows and as permitted as to each cause of action:
18	1.	For certification of this action as a plaintiff class action as set forth hereinabove as to
19	Defendant All	y anly;
20	2.	For an award of compensatory damages in an amount according to proof at trial;
21	3.	For general and actual damages according to proof at trial;
22	4.	For rescission of the Lease Agreement for the Hyundai and restitution of all monies
23		expended;
24	5.	For incidental and consequential damages according to proof at trial;
25	6.	For punitive damages as to Dealer, only;
26	7.	For statutory damages;
27	8.	For equitable and injunctive relief;
28	9.	As to Defendant Ally, for a declaration that Plaintiff traded in the Chevrolet to Hanlees;

1	10.	As to	Defendant Ally, for a declaration of (the following:
2		a.	That Plaintiff had the right to term	ninate the lease at any time prior to the
3			scheduled expiration date specified	in the lease contract;
4		b.	That Plaintiff traded in the Chevro	olet to Hanlees;
5		c.	That Plaintiff had the right to trad	e in the Chevrolet to Hanlees;
6		d.	That Ally was obligated to accept a	lease payoff from Hanlees;
7		e.	That Plaintiff did not perform a leas	e return of the Chevrolet to Defendant
8			Ally;	
9		f.	That Plaintiff is not liable for any fe	es, charges, or expenses associated with
10			a lease return of the Chevrolet; and	i
11		g.	That Plaintiff does not owe Defe	ndant Ally or its assignees \$9,187.76
12			related to the Chevrolet.	
13	11.	For pr	e-judgment interest at the legal rate;	
14	12.	For rea	asonable attorney's fees and costs of s	uit; and
15	13.	For su	ch other and further relief as the Cou	ert deems just and proper under the
16		circum	stances.	
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18	May 2	3, 2016		Glassey Smith
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20			Вуз	Sharon E. Glassey
21			e yl	Attorneys for Plaintiff
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EXHIBIT 1

Case 4:16-cv-04074-HSG Document 1-1 Filed 07/20/16 Page 22 of 33

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(Describe) N.C.A	oceasories and optional aquipr	neral Leasor agrees to a	dd, to the Vehicle after Leese	eigning:	Optional P	roducts and Service	ces:			
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Title wast and at a transfer down	Title and registration fee	<i>1</i> 56		fr-	P. Cal					1000

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A Dan	misalion of Gr	oss Capitalized Cost	
Agreed upon value of the Vahicle as equipped	1	Prior credit or lease balance on trade-in vehicle	S
pt the time leased and lessor sign this Lease; 5		being capitalized	S
Accessories and optimal equipment Lessor agrees to add to the Vehicle after Lisa	สมอ สาทูกโกฏ:	Optional Products and Services:	ss
(Describe) S		Mechanical Breakdown Protection	
(Describe)		Amount for Service Contract	s
(Describe) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Gap Contract or Coverage or Gap Walver	g <u>e, m</u>
(Describe) \$	· [Amount of Premium for Insurance Policy	5
Total agreed upon value of Vehicle: \$	3353	Amount of Premium for Insurance Policy	\$
Other emounts included in the gross capitalized cost:		Electronic vehicle registration or transfer charge	\$\$
		(not a governmental fee)	
182400			\$
142		7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$
QUALITY III III III III III III III III III			
Lease acquisition fee 5		57.5	
Discurrent processing charge (No1 a governmental fee) \$			\$
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	- 1	droomersew.w.w.	5
14		Total Gross Capitalized Cost: 1 No add permitted unless lessor has paid prior credit	or lease balance.
5. 1-0	Description of	the Trade-In Vehicle	
Year		Gross Agreed-Upon Value of Trade-in	\$
F	Ť	Prior Credit or Lease Balance on Trade-in	s
Make Model Model		Net Trade-In Allowance (II less than 0 then enter 0) =	5
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Assigned shall not be obligated for agreements disclosed here.			
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6. Estimated Official Fees and Taxes. The total estimated amount you will pay	for official and	VEHICLE IS BEING LEASED "AS IS," AND "WITH ALL FAULTS," AT THE CHALITY AND PERFORMANCE OF THE VEHICLE IS WITH	NO THE ENTIRE RISK AS TO
ficense loss, registration, little and lexes over the term of your Lease, whether arch	luded with your	parkie neceptive collowing DELIVERY PURSUAN) TO 1	HIS LEASE, TUV, HUI ME
monthly naversely or acceptant ellipsoless s (e) The acc	musi lotal oil lees	LEGGRID ACCUME THE ENTIRE COST OF ALL NECESSARY S	CHVICING ON NEISHM. II WO
and texas may be higher or lower depending on the tax rates in effect or the value of the	e Vehicle at the	make a wellon wantably covering the Yeblicle or, within 90 days of service contract covaring the Vehicle, nothing in this from 7 will affect	the Lease Date we unless during
time a fee or tax is assessed.		the lette of the warranty or service contract.	3 3th a thing antitions goved
7. Warranties. The Vehicle is subject to the following express warranties; if the Vehic	icts is new, the	The mind of the warming or service services	1. 1. 1: Too and discount
Vehicle is subject to the manufacturer's stondard new car warranty. [] If this you is	sk checked, the	8. Lete Payments. The charge for late payments at	THE STATE OF STREET
Vehicle is subject to the following supress warranty or guarantee:		not received within 10 days of the date it is due.	
1841 67		9. Disposition Fee (See "Return of the Vehicle" on the	ather side of this Lease's
1-1/41		3. Disonibou Les (cta tame) of the relation of the	
b Mary de the product product	o fora is no	8 ·	
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FORM NO. LAW-100-CA das. 418
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EXHIBIT 2



March 16, 2015

Weerachai Chalwong 2855 Gaynor Avenue Richmond, Callfornia 94804

Re: CFPB case number 150212-001860

Dear Weerachai Chaiwong:

The complaint you recently fited with the CFPB was referred to me for review and a response,

On June 22, 2010 you entered into a Lease Agreement (the "Lease Agreement") with Fremont Automotive Retailing Group, Inc. for the lease of a 2010 Chevrolet Equinox. The lease, which was scheduled to end on September 21, 2013, was assigned to Ally Financial ("Ally"). On September 19, 2013, you informed Ally that you returned the leased vehicle to Hanlees Fremont Hyundai and leased another vehicle (this lease was not assigned to Ally). Ally contacted Hanlees Fremont Hyundai on October 9, 2013 to proceed with the lease termination. An odometer statement prepared in connection with the return of the leased vehicle was received by Ally on October 10, 2013 and Ally arranged to recover the vehicle from the dealership.

You assert in your complaint that you should not have been billed for any additional fees or charges because you used the leased vehicle as a "trade-in" on another vehicle. Generally, at lease end, the lessee has two options, the lessee can either purchase the leased vehicle for the "Purchase Option at End of Lease Term" price set forth in the Lease Agreement, or the lessee can return the leased vehicle. If the lessee elects to return the leased vehicle, or if the deglership to which the vehicle is returned decides to purchase the leased vehicle for its inventory, the lessee will be responsible for excess mileage and wear charges, as well as other amounts like unpaid payments or late fees, as set forth in the Lease Agreement.

Further, with respect to your assertion that you used the leased vehicle as a "trade in", you did not own the leased vehicle. Therefore, you could not have sold it or traded it to a dealer, unless you purchased it first. It should also be noted that the lease agreement that you included in your complaint package for the lease of a 2013 Hyundal Santa Fe, reflects a net trade-in allowance of \$0.00.

Our records indicate that you returned the leased vehicle to the dealership on September 19, 2013 and the dealership indicated they wanted to purchase the leased vehicle for its inventory. Further, our records indicate that on October 14, 2013 Ally received a check from Hanless Fremont Hyundal for the purchase of the leased vehicle. Due to a miscommunication between Ally and the dealership, however, Ally sent a transporter to pick up the vehicle for sale at auction and a dealership employee instructed the transporter to recover the vehicle. Ally offered to return the vehicle to the dealership but the dealer advised that they no longer wanted to buy the vehicle. As requested by the dealership, Ally refunded the purchase price of the vehicle to the dealership.

On November 7, 2013, an Account Settlement letter was sent to your address of record informing you that you owe Ally \$9,187.76 for excess mileage charges of \$7,762.60, excess wear charges of \$1,148.20, plus related sales/use tax of \$801.98, less a credit of the security deposit of \$525.00.

Per Section 14 of the Lease Agreement, you had a mileage allowance of 39,190 miles on the odometer at lease end. A review of your account revealed that the vehicle was returned with an odometer reading of 78,003 miles. You exceeded your total allowed miles by 38,813 miles. In accordance with the term of the Lease Agreement you were charged \$0.20 per miles for each mile you exceeded the mileage allowance,

Weerachai Chaiwong CFPB Case No. 150212-001860 Dated March 16, 2015 Page 2

(plus tax). You appear to believe that you should not be responsible for the excess wear and mileage charges (plus tax) due to the fact that the dealership had intended to purchase the vehicle for their inventory. Your assumption is incorrect. However, as you did not purchase the leased vehicle, you remain responsible for the excess wear and mileage charges (plus tax). Please review Section 36(b) of your Lease Agreement (enclosed), "What You Owe At Scheduled End (b) If You Do Not Buy The Vehicle".

At this time, a balance of \$9,187.76 remains due on your account. Due to any misunderstanding regarding this matter, we are willing to settle your account if you pay \$6,890.82. This represents a 75% reduction of the balance owed. If you accept this offer, Ally will update the credit bureaus to "Account paid in full, was a charge-off/Account paid in full for less than the full balance" once all of the settlement funds have been received by Ally. Please contact Ally at 1-800-241-0172 to set up suitable payment arrangement on the balance owed before April 15, 2015 or the full balance will remain due.

We appreciate the opportunity to have reviewed and responded to your concerns. If you have additional questions, please contact me at 972-537-2094

Sincerely,

Executive Customer Relations

Ally Financial

Cc: Consumer Financial Protection Board

EXHIBIT 3

GHAC SHARILLASE® — Monthly Payment ことがに みらかに かんだい

5850 CUSHIGG PAKE... FREMORT CHEUROLES LESSOR (Retailer) FREHOUT, CA Principal driver (if business use) Garaging address (if different) LESSEE (and CO-LESSEE) ("You") name and address, including county MARIA WEERACHAL CHAINDMG SHE RAFACL, CA 144 七年 51

4 94901-1266

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back. "We." "us," and "our" refer to Lessor named above and any assignee" is a person to whom this lease is assigned (if it is assigned). L] If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to GMAC.

🛘 if this box is checked, GMAC helped to arrange this lease and Lessor (Retailer) will assign it and sell the vehicle to Central Ongrating Lease Trust. If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to ___
 If this box is checked, Lessor (Retailer) intends not to assign this lease.

VIUsed Year	Make & Model	THE VEHICLE Body Style	THE VEHICLE YOU ARE LEASING	ING		6
WELL 2010	CHEVROLET EQUINOXLTZ	-	2: MEL MENYALOTAGOG	Mileage	License #	Fr
Dealer Installed Options:			DECA TENANT	130	X Personal, Fan or Household	ousehold or Agricultural
		FEDERAL CONCURSED.			GVW (it trackp , UU)	O Public Conveyance
1. Amount Due at Lease	ise 2 Monthly Payments	TOTAL CONSONIER LEASING ACT DISCLOSURES	EASING ACT DI	SCLOSURES		
Signing or Delivery (Itemized Below)*	Your first monthly payment of \$122/2610 \$ \$ \$50.00 due of \$1.00 due of	of \$ 500.00 is due on		es (not part of you e (if you do the vehicle)	3. Other Charges (not part of your monthly payment) Disposition fee (if you do not purchase the vehicle)	4. Total of Payments (The amount you will have paid by the end of the lease.)
		'Itemizat	10 at Lease Signing of	or Delivery	Total S. N/A	\$. @ v C. v.
- Alicelati oue at Le	Amount our at Lease Signing or Delivery:		6. How the Amo	unt Due at Lease	6. How the Amount Due at Lease Siming or Octions 121	
 Gapitalized cost reduction First monthly payment Refundable security deposit 	reduction rment fly depassi	\$ 2601,14	a. Net trade-in attowance b. Rebates and noncash	a. Net trade-in attowance b. Rebates and noncash credits	NA ADARDO IO RIVINO	S S S S S S S S S S S S S S S S S S S
d. Title faces e. Registration fees			c. Amount to be paid in cash	paid in cash		1.5 15
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insurance, and a	Insurance, and any outstanding prior credit or feese balance)	ehicle (\$ 32/19.65) and any ilems you pay for over the	and any ilems you pa	y for over the leas	_) and any items you pay for over the lease term (such as service contracts,	onvacus,
c. Adjusted capita	 D. Capitalized cost reduction. The amount of any net trade-in allowance; rebate, noncash credit, or cash you pay that reduces the gross capitalized cost. Adjusted capitalized cost. The amount used in calculating your base monthly payment 	e-in allowance, rebate, noncash cango your base monthly payment	redit, or cash you pay	thal reduces the:	gross capitalized cost	S 2501 - 0.
e. Depreciation and the lease term	or nesidual value. The value of the vehicle at the end of the lease used in calculating your base monthly payment e. Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and for other its	ne lease used in calculating your by It charged for the vehicle's decline	ase monthly payment in value through nom	स्वत्राहरू विश्वतिक स्थाप	1 and	\$ 5055
f. Rent charge. T g. Total of base n h. Lease payments	f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent on the Lease payments. The number of payments in your lease.	depreciation and any amortized amounts and any amortized amounts plus the rent charge	amounts the rent charge		ca italits paid över	
	tooken man f is assessed to					

a substantial charge if you end this lease early. The charge may be up to several thousand dollars.	d on our standards for normal use and for misage in excess of 12.000 miles per year at the rate of \$		you will pay a late charge of \$4.	promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus 520.		جانات ما per day (pius lax)	19. REQUIRED VEHICLE INSURANCE INFORMATION. You affirm that trability and physical dantage policies that meet our requirements (see the other side) are in force on the date of this lease as follows:	Insurance company name: STATE EAD's	Agency Address:	9	テンドイ	Deductibles: Collision 8 15 657 Comprehensive 8 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		Insurance company name:	Insurance agency name: #/##	Agency Phone no.: N/A	Policy no.: Apply Sucal damage Deductibles: Collision \$ Apply Sucal damage Comprehensive \$ 1.20. OPTIONAL LIFE AND DISABILITY INSTIGNANCE.	insurance. If you sign below, we will try to get the the premium in your base monthly payment. A recoverage(s). The insurance may not cover taxes at	Address: N/A		Coverage (Tessee Co-Lessee Coverage (mil \$	49 44			21. WARRANTY AND EXCLUSION OF WARRANTY You have the hearth of an
f. Total monthly payment Early Termination. You may have to pay a substantial charge if you The actual charge will depend on when the laste is forminated.	8. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for metage in excess of 12,000, miles per year at the rate of \$.20	(11. ITEMIZATION OF GROSS CAPITALIZED COST.	b. Agreed upon value of accessories or optional equipment that	(Describe) Price FOR MEL CARS	(Describe)	c. GMAC administrative fee d. License/registration/title fees + \$ 7415,40	6. Sales tax 1. Other tax (describe) f.g.	# (describe)/4 + \$			S +	+ Toronical Control	12 THE VEHICLE VALUE OF THE VALUE OF THE VEHICLE VALUE OF THE VAL	(year) (make)	A 1 s	Net trade-in value	13. OFFICIAL FEES AND TAXES. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may change your monthly payment or bill you separately for official fees and taxes.	TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE The actual total of fees and taxes may be higher or lower depending on lax rates in effect or the vehicle value when a fee or tax is assessed.		b. Registration fees/taxes c. License fees/taxes	cluding tax on capitalized cost reduction)		Catif the reet S	14. MILEAGE.	Pater Milanda Allocopers 145 000 milant

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21. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of any warranty checked below.	Standard manufacturer's warranty Marranty papers that are separate from this lease state any coverage limits. The law dives you a warranty that the vehicle conforms to the description in this lease.	THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE. The following applies only if this lease is not primarily for personal, lamily, or household purposes: WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY, THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.	Name 14/4 Name 14/4		THERE IS NO COOLING OFF PERIOD lation period for vehicle leases simply because you change your mind, lifferent vehicle. You may cancel this lease only with the agreement of the lessor or for legal cause, such as fraud.	t and back of this form, contains the entire agreement between you and us relating to the lease of the vehicle. Any change to No oral changes are binding. We may delay or refrain from enforcing any of our rights under this lease without losing them. CO-LESSEE. X	ny blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this lease; (3) Warning - Unless a lamage insurance, payment for that coverage is not provided by this lease.	(state) CO-LESSEE: X CO-LESSEE: X	intended assignee, under the terms of the Lease Plan Dealer Agreement in effect from time to in the leased vehicle to the perty identitied in this lease as the intended assignee, or its designee,	CLUOMISA-PROHIBITION OF TRANSFER OF YOUR INTEREST. QUADRUPLICATE ORIGINAL - LESSEE Lease Agreement 9
1 4		Extra Miles. You are buying a recent a miles at a per mile. If this leave ends on or after the last scheduled payment is due, we will creditly 60 with a recent per mile for each unused extra mile. There will be no credit if the lease ends early, you buy the vehicle, or the vehicle is a total loss. Total Allowed Mileage on the Odorneter at Lease End is	Starting oddinater makeage Base mileage allowance. Purchased extra miles Purchased extra miles Excess Mileage Charge. The excess mileage charge is \$	J.NOK	THERE IS NO COOLING OFF PERIOD California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you decided the vehicle. You may cancel this lease only	THIS IS THE ENTIRE AGREEMENT. This lease, including the front and back of this form, contains the entire agreement between you and us relating to the lease of the vehicle. Any change to the terms of this lease must be in writing any displaced by you and us. No oral changes are binding. We may detay or refrain from enforcing any of our rights under this lease without losing them. LESSEE/X CO-LESSEE. X	(1) Do not sign this lease before you read it or if it contains any blank spaces to be filled in; charge is included in this lease for public liability or property damage insurance, payment for t	YOU SIGNED AND RECEIVED A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT AT LESSEE X LESSEE X	LESSOR: THE LEASE Plan Dealer Agreement in effect from time to Lesson assignee, under the terms of the Lease Plan Dealer Agreement in effect from time to time with the assignee (the "Dealer Agreement"). Lesson also assigns all right, title, and interest in the leased vehicle to title, perty identified in this lease as the intended assignee, or its designee, under the terms of the Dealer Agreement. BY: Y.	671 MONTHLY CA 1/2008 (For use in the state of California) Copyright 2006 GMAC. All Rights Reserved.

ADDITIONAL TERMS

You may be able to transfer this lease instead of ending it early, if we approve It vou would like 40. ASSIGNMENT BY LESSOR. If this lease is assigned, the assigned may designate Vehicle Asset Universal Leasing Tost, or its trustee, as anont to hard alto from the honor designation asset.

INSURANCE, USE, AND CARE OF THE VEHICLE

23. REQUIRED VEHICLE INSURANCE.

show any additional insureds and toss payees that we require. If this lease is assigned to GMAC or Central Originating Lease Trust, the Initial additional insured and loss payee is "GMAC and its successors and assigns". If this lease is assigned to GMACAB, the initial additional insured and loss payee is "GMACAB and its successors and assigns". You must give us proof of insurance is someone you allow to drive the vehicle or who is likely to drive the vehicle. The polities must You must insure the vehicle through liability and physical damage policies acceptable to us. The policies must not exclude or restrict coverage if you were to drive the vehicle, or when the driver when we ask. We require no other insurance. Liability insurance must (a) cover at least \$50,000 for property damage, \$100,000 for bodily injuries to any one accident, or (b) have a combined single limit of at least \$500,000 for bodily injuries for any one accident, or (b) have a combined single limit of at least \$500,000 for bodily injuries and property damage for any one

Instead (a) provide primary coverage of at least \$50,000 for property damage, \$100,000 for bodily injuries to any one accident, and bodily injuries for any one accident, and umbrella coverage of at least \$1,000,000 or (b) have a combined single limit of at least \$1,000,000 for bodily injuries and property damage for any one accident. For trucks of 10,000 lbs, GVW or more and public conveyance vehicles, liability insurance must

Physical damage insurance must have deductibles of no more than \$1,000 for collision and upset toss and \$1,000 for comprehensive fire and theft toss.

If you move to a new state, we will require coverage amounts in keeping with our requirements for the new state. We now estimate that those amounts will be the same as those in this lease, but they may be higher.

24. USE. YOU will not

- Use the vehicle illegally, improperly, or for hire.
- Use the vehicle in a way that your insurance policy prohibits.
 Remove the vehicle from the United States, except for trips to Canada of under 60 days.
 Move the vehicle to another state for more than 30 days without telling us.
 Change the vehicle without our written consent.
 Replace parts, accessories, or fursa with rented or leased items.
 Expose the vehicle to seizure, confiscation, forfeiture, or other involuntary transfer.

(ou will not let anyone else do any of these things.

your insurance company to specify original equipment manufacturer sheet metal.) You will pay all maintenance, repair, and operating expenses, including gas and oil. If the odomater stops working, you must fix it immediately. You will service the vehicle as the manufacturer recommends. You will follow the manufacturer's instructions in any recall. If you don't do these 25. MAINTENANCE, REPAIRS, OPERATING EXPENSES, AND DAMAGE. You will maintain and repair the vehicle to keep it in good condition. Replacement sheet metal must be new manufacturer parts or parts of equal quality and design. (If insurance will pay for repairs, ask original equipment manufacturer parts. Other replacement parts must be original equipment things, we may do them. You will owe us our cost if we do. We may inspect the vehicle at any reasonable time and place.

damage to it. If the vehicle is damaged, stolen, or destroyed and money becomes available from insurance, a judgment, a settlement, or the like, we will treat the money as an insurance settlement. We and/or Vehicle Assai Universal Leasing Trust will be entitled to this money. If the lease ends in connection with our receipt of the money, we will treat any money we do not use to When you take possession of the vehicle, you take on the risks of loss of the vehicle and of repair the vehicle as sale proceeds.

paint; (d) a torn, damaged, or stained interior or trunkliner; (e) a puckup bed with a non-deaver installed sprayed-on bedliner; (f) sheet metal that is not original equipment sheet metal; (g) missing equipment or parts that were in or on the vehicle when delivered and not replaced with equipment or parts of equal quality and design (including a missing wheel, wheel cover, jack, or wheel wrench); (h) a tire (including spare) that is unsafe, is not the size and type the 26. EXCESS WEAR. Excess wear is wear that is beyond normal wear. Excess wear includes: (a) glass that is damaged, engraved, or that you tinted; (b) a damaged or corroded body, trim, frame, crossmember, suspension, engine, powertrain, or other mechanical part; (c) damaged paint; (d) a tom, damaged, or stained interior or trunkliner; (e) a pickup bed with a non-dealer manufacturer recommends, is recapped or a snow tire, or has less than 1/8 inch of tread left at the shallowest point; (i) a damaged or worn brake that does not meet government safety standards; (j) oil leaks or low oil pressure; (k) a malfunctioning electrical system, battery, or lights; (l) any other condition that makes the vehicle run in a noisy, raugh, improper, unsafe, or unlawful way; and (m) any other damage, whether or not insurance covers it.

27. LIENS. You will keep the vehicle free of fiens unless we agree to them. If you do not remove any liens, we may do so. You will pay us any amount we pay to do so.

WHEN THE LEASE CAN END

28. SCHEDULED END. This lease is scheduled to end on the date shown on the front. If this lease ends on or after the last scheduled payment is due, we will treat the lease as if it ended as scheduled and not as if it ended early. However, if the vehicle is a total toss before the scheduled lease end date, the Gap Protection section applies.

udy eater this autroviers to be lease. During the daily extension period, you agree to compty that are the lease to compty the transfer that and early end. The day after the scheduled lease end date. The charge is shown on the front. We may fimit the 29, LEASE END DAILY EXTENSION. At scheduled lease end, if you keep the vehicle and do not buy il, you elect to extend the lease and pay a daily extension charge beginning on the eighth with the terms of this lease, other than terms that apply to monthly payments and early end. olal allowed mileage will not increase.

30. EARLY END. You may end this lease anytime. We may end this lease if you are in default or if the vehicle is a total loss.

If you are in default, we may:

- Take the vehicle from you without demand. If the law permits, we may go on your property to take the vehicle. If the vehicle has an electronic locating device, we may use - End this lease and require you to pay the early end charge.
 - Sue you for damages and to get the vehicle back. the device to find the vehicle. ŧ
 - Pursue any other remedy the law gives us.

vehicle. If you do not ask for these items back, we may dispose of them as the law allows. You will pay our reasonable expenses of taking these actions as the law allows. These expenses may include expenses of taking and storing the vehicle, attorney's fees, collection costs, and court We will exercise our rights without breach of the peace, at reasonable times and places, in a reasonable way, as the law permits. We may take and store any personal items that are in the

31. DEFAULT.

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- --- You start a bankruptcy, receivership, or Insolvency proceeding or one is started You do not pay on time.

 You made a material misrepresentation when you applied for this lease.

us about the requirements and your

th transfer this fease, please ask

you would like

responsibilities.

- against you or your property.
 - You break any other agreements in this lease,
 - You do anything the law says is a default.

AT LEASE END

13. VEHICLE RETURN. At lease end, you will return the vehicle (including any dealer installed options you do not buy outright) to any reasonable place we tell you, unless you buy the vehicle. After you return the vehicle, you will call us promptly at 1-800-200-4622 and tell us where you left 34. OPTION TO BUY THE VEHICLE. You have an option to buy the vehicle only at scheduled lease and. See the front for the price, You must also pay any related official fees and taxes.

.드 용 connection with a transfer of vehicle ownership. You may be fined and/or imprisoned it you ODOMETER DISCLOSURE. Federal law requires you to tell us the vehicle's mileage not complete the disclosure or if you make a false statement. 35.

WHAT YOU OWE AT LEASE END

Definition of Early Excess Mileage and Wear Charge: Our estimated or actual cost of any repairs the vehicle needs because of excess wear (we do not have to make repairs), plus any

excess mileage charge. This charge will not exceed residual value minus the vehicle sale price.

38. GAP PROTECTION, If the vehicle is a total loss before the scheduled lease end date, and

we get an insurance settlement, you have gap protection.

If the money we get from your insurance is more than or equal to (1) the base monthly payment times the number of payments not yet due, (2) minus any unearned rent charge, figured by the actuarial method, plus (3) residual value, we will give you a credit for any excess. You will owe

us any unpaid fees and taxes and any amounts due because you broke agreements in this lease. We will give you a credit for any amount we get from cancellations of optional insurance,

service contracts, maintenance contracts, or other contracts that we financed for you.

If the money we get from your insurance is less than (1) the base monthly payment times the number of payments not yet due, (2) minus any unearned rent charge, figured by the actuarial method, plus (3) residual value, you will owe the difference up to the amount of your insurance deductible. We will give you a credit for any amount we get from cancellations of optional insurance, service contracts, maintenance contracts, or other contracts that we financed for you. You will also owe us any unpaid fees and taxes and any emounts due because you broke

36. WHAT YOU OWE AT SCHEDULED END.
(a) IF YOU BUY THE VEHICLE: If you have paid us and kept your agreements, you will owe us

(b) IF YOU DO NOT BLY THE VEHICLE: If you have kept your agreemants, you will owe us only any excess mileage charge, any lease end daily extension charge, and our estimated or actual cost of repairing excess wear, plus any tax. (We do not have to make repairs.)

us any unpaid monthly payments. We will give you a credit for any unearned rent charge and a credit if we sell the vehicle for more than residual value. We will use the actuarial method to figure the unearned rent charge. (You may ask us for a written explanation of the actuarial method.) We will treat the rent charge for each monthly period as fully earned on the period's first 37. WHAT YOU OWE AT EARLY END. In general, unless gap protection applies, you will owe day. We will treat each monthly payment that you made as if we received it on its due date.

If the vehicle is a lotal loss, see the Gap Protection section. Otherwise, you will owe us an early

end charge as follows:

The base monthly payment times the number of payments not yet due,

- Any uneamed reni charge, figured by the actuarial method.
- Any surplus (see definition in this item) on the vehicle sale.
- + If there is no surplus, any Early Excess Mileage and Wear Charge (see definition in this item), plus any tax.
- The Total. If the Total is more than zero, you will owe us the Total. If the Total is less than zero, we will not give you a refund or credil.

will also owe us any unpaid fees and faxes and any amounts due because you broke agreements in this lease. We may cancel any optional insurance or optional service, maintenance, or other contracts that we financed for you. We will give you a credit for any amount we get from cancellations.

protection. You will owe us any excess of the residual value over the vehicle's salvage value. If

charge that applies when the vehicle is not a total loss.

39. SECURITY DEPOSIT. If you paid a security deposit, we will use it at lease end to pay anything you owe under this lease and do not pay. We with not pay you interest on the security deposit. We will not add to the security deposit any proceeds, money, or funds we receive from the security deposit. After lease end, we will give back any part of the security deposit that is left.

the vehicle is a total loss and we do not get an insurance settlement, there is no gap the lease ends before the last scheduled payment is due, you will also owe us the early end

agreements in this lease.

Definition of Surplus: Unless you get an appraisal or gap protection applies, we will sell the vehicle at wholesals. If we sell the vehicle for more than residual value, the excess will be the surplus. If we sell the vehicle for residual value or less, the surplus will be zero.

within a reasonable time, we will use the appraised value as the sale price when we figure the surplus (if any). The appraiser must be an independent third party. You and we must agree on the appraiser, You must pay for any appralsal. The appraisal will be binding. Appraisal. You may get a professional appraisal of the vehicle's wholesale value. If you do so

ADDITIONAL TERMS

40. ASSIGNMENT BY LESSOR. If this lease is assigned, the assignee may designate Vehicle Asset Universal Leasing Trust, or its trustee, as agent to hold title for the banefit of the assignee on the vehicle's certificate of title and or materison.

You may be able to transfer this lease instead of ending it early, if we approve. If you would like to transfer this lease, please ask us about the requirements and responsibilities.

ADDITIONAL TERMS

40. ASSIGNMENT BY LESSOR. If this lease is assigned, the assignee may designate Vehicle Asset Universal Leasing Trust, or its trustee, as agent to hold tibe for the benefit of the assignee on the vehicle's certificate of title and/or registration.

Any sale and assignment will not be considered to change materially your dulies, burden, or risk under this lease.

After assignment, GMAC will service this lease, if GMAC is the assignee or if GMAC helped to arrange this lease, You must then make all payments to GMAC (for its or the assignee's account) or as otherwise directed. If we assign this lease, you will not receive notice of assignment.

41. PROHIBITION OF TRANSFER OF YOUR INTEREST, YOU WILL NOT SUBLEASE OR OTHERWISE TRANSFER (EXCEPT TO YOUR ESTATE) ANY RIGHT OR INTEREST YOU HAVE UNDER THIS LEASE OR IN THE VEHICLE WITHOUT OUR PRIOR WRITTEN CONSENT.

You may be able to transfer this lease instead of ending it early, if we approve. If you would like to transfer this lease, please ask us about the requirements and responsibilities.

42. INDEMNITY. You will protect us from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the vehicle. You agree to indemnify, and hold harmless, us and our assigns from all such losses, damages, injuries, claims, demands, and expenses.

43. ADDRESS INFORMATION. You waive Section 1808.21 of the California Vehicle Code and authorize us to get your residence address from the Department of Motor Vehicles.

SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS.

You have the right to return the vehicle, and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.